

AG Contract No. KR94 2927TRN
ECS File: JPA 94-241
Project No.: BR-984(66)P
TRACS No.: SB358 39D
Section: Bridge Scour Evaluation
and Analysis

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 19 January, 1995, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and YAVAPAI COUNTY, ARIZONA acting by and through its BOARD OF SUPERVISORS (the "County").

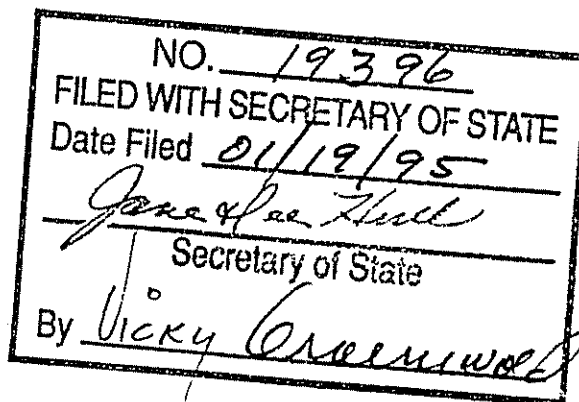
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-112 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the County has been selected by the County; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.



5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: BRIDGE SCOUR EVALUATION AND ANALYSIS.

Estimated Project Cost	\$ 141,000.00
Federal Aid Funds @ 80%	\$ 112,800.00
County Funds @ 20%	\$ 28,200.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the work covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed and determined by FHWA.

2. Therefore, the County agrees to furnish and provide County funds to the State in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The County may request the State, as authorized agent for the County, and all at County expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work, consisting of, but not specifically limited to, the review and approval of the County prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the County, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

4. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the work covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, the County agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

5. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation	Yavapai County
Joint Project Administration	County Administrator
205 S. 17th Avenue - 616E	255 E. Gurley Street
Phoenix, AZ 85007	Prescott, AZ 86301


9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

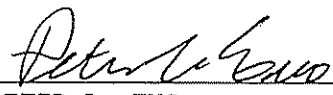
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YAVAPAI COUNTY, ARIZONA


STATE OF ARIZONA

Department of Transportation

By 
BILL FELDMERIER
Chairman
Board of Supervisors

By 
PETER L. ENO
Contract Administrator


ATTEST:

By 
BEV STADDON
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 14th day of November 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Yavapai County for the purpose of defining responsibilities for conducting bridge scour analysis.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.



Doc. LARRY S. BONINE
Director

**CERTIFIED COPY OF ENTRY IN UNOFFICIAL MINUTES
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY)
) ss.
ARIZONA)

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: DECEMBER 12, 1994.

The entry in the said minutes:

SEE ATTACHED

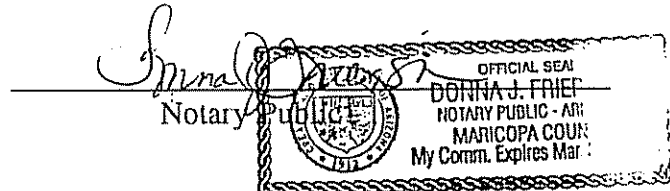


Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me January 3, 1995.

My Commission Expires:

March 31, 1995




County Engineer Richard Straub appeared before the Board to request approval of an intergovernmental agreement with the Arizona Department of Transportation for a Bridge Scour Evaluation Study. ADOT employee Tom Foster participated in discussion of this item. Mr. Straub told the Board that there were 53 bridges in the County which needed to be field inspected for the possibility of scouring. He said that the inspections were federally mandated, and that the County's share of the cost of the inspections would be approximately \$28,000, with the federal government paying more than \$100,000 of the cost. In response to a question from Chairman Feldmeier, Mr. Straub said that this was a new federal mandate and was the first of this type of study to be mandated by the federal government. Chairman Feldmeier asked what had been done in the past. Mr. Straub said that ADOT had a yearly inspection program for bridges, and that if there appeared to be scour problems the County had asked ADOT to look into it. He said that the new study was not part of the regular inspection program, and that it had to be done independently of the yearly inspection program. He said he believed that after the first study was finished, it would be possible to blend inspections for scour into ADOT's yearly inspection program. Chairman Feldmeier said he saw this study as another \$28,000 gone from the County because of a federal mandate. Supervisor Camp asked how important the study was, saying that he had not heard of the County losing a bridge because of scouring. Mr. Straub said he believed it was important to know what potential exists for scouring. He said that many of the County's bridges had been in place for a long time but had not undergone a 100-year flood. He said it was possible that there were cases where there might be a problem, but that he believed that probably 90 percent of the bridges were okay. He reiterated that the bridge inspection study was federally mandated. In response to a question from Supervisor Brownlow, Mr. Foster said that he was not the person to ask about this matter. He said that ADOT participates in a similar inspection process every two years. Supervisor Brownlow said that ADOT bridge inspector Jerry Mumford had given a report on the condition of bridges, and that he did not know why the County needed to do anything more. Mr. Straub said that when Mr. Mumford inspects bridges he notes any visible scouring, but that the federally-mandated study would look underneath the soil to determine how it is holding up. He said that this was more than what Mr. Mumford would normally do in the course of his inspection, but that he believed after the first year, future inspections could be handled by Mr. Mumford. Supervisor Camp moved to approve the intergovernmental agreement, noting that it was federally mandated and questioning whether it was necessary. Supervisor Brownlow seconded the motion, which, in the absence of comments from the public, carried by unanimous vote.

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APPROVAL OF THE YAVAPAI COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YAVAPAI COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 20th day of Dec., 1994.



County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-2927-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 11th day of January, 1995.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ggt
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